

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA BARBARA
AND
SANTA BARBARA
CITY FIREFIGHTERS ASSOCIATION, INC.**

THIS AGREEMENT, SIGNED ON FEBRUARY 8, 2005, IS ENTERED INTO AS OF JULY 1, 2004 BETWEEN THE CITY OF SANTA BARBARA (HEREINAFTER REFERRED TO AS "CITY") AND THE SANTA BARBARA CITY FIREFIGHTERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "SBCFA" OR "ASSOCIATION").

Pursuant to Section 3500 et seq. of the Government Code of the State of California, the duly authorized representatives of the City and SBCFA, having met and conferred in good faith over the issues of wages, hours, and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

FOR SBCFA:

Kristine Schmidt
Employee Relations Manager

Steve Berman
Fire Captain

Mitch Vaughn
Deputy Fire Chief

Don Sturtevant
Fire Captain

Peter Ramsdell
Fire Business Manager

Kevin Hokom
Firefighter

Daniel Cassidy
Counsel

Tony Pighetti
Fire Engineer

Brian Walsh
Firefighter

Steve Silver
Counsel

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1- BENEFITS DURING SICK LEAVE OR AUTHORIZED LEAVE WITHOUT PAY

No sick leave, vacation, or holidays shall accrue to any employee during any full biweekly pay period in which the employee is on authorized leave without pay. Employee on leave without pay shall also be responsible for full payment of insurance premiums.

2- BENEFITS - PART-TIME EMPLOYEES

Effective January 1, 2005, employees filling positions authorized by City Council in the official Position and Salary Control Resolution on a less than full time basis shall receive benefits (cafeteria plan allowance, medical contribution, dental contribution, holiday, vacation, and sick leave) equal to the percent of time worked versus a regular full-time (40 hour or 56 hour) schedule rounded up to the nearest ten percent (10%).

3- BENEFITS - DOMESTIC PARTNERS

Association members may be entitled to add their domestic partners to City benefits as provided under City policy or under state and federal law.

4- BEREAVEMENT LEAVE

In case of death of a member of an employee's immediate family, a 40-hour employee shall be granted three (3) working days (24 hours) with pay, up to a maximum of five (5) days (40 hours), subject to the approval of the Department Head.

Employees of the Fire Department assigned to shift work shall be granted leave not to exceed two (2) shifts (48 hours) off with pay.

Immediate family is defined as mother, father, brother, sister, spouse, child, grandparents by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren by blood or marriage, step family members, or person standing in loco parentis.

The intent of bereavement leave is to provide employees with adequate time to be with their immediate family during a period of anguish, whether it be at the time of death, preparation of funeral arrangements, and/or to attend a funeral.

Responsibility for proper administration of this section shall rest with the Fire Chief.

5- BIWEEKLY PAY PERIOD

It is understood that all references to "hours, shifts, or days" may be considered on the basis of "hours per biweekly pay period" through conversion factors providing substantially equal employee benefits.

6- CAFETERIA PLAN

- a. A flexible benefits plan known as a "125 Cafeteria Plan" and the "pre-tax advantage" provisions related to an employee's eligible insurance premium contributions within the meaning of Section 125(d) of the Internal Revenue Code, shall be provided to employees.
- b. Each employee shall be eligible to allocate a discretionary amount of \$232.84 per month.
- c. If medical and dental insurance selections exceed the cafeteria plan allocation in "b" above, the City will pay the difference of these respective insurance premiums up to the amounts in the Medical and Dental Insurance article of this MOU; said excess premium payments cannot be applied to any other element of the cafeteria plan.

7- CALL BACK

- a. 40 hour per week employees called back to work from an off-duty status shall be compensated in accordance with the overtime provision of this agreement.
- b. If an employee is called back to duty on an overtime basis, such employee shall be compensated for no less than two hours overtime.
- c. Call back time commences upon the employee's receipt of the City's request for the employee to return to duty provided the employee promptly departs for his/her designated duty location.

8- CAREER STABILITY PAY PLAN

The former City Career Stability Pay Plan was eliminated January 1, 1977. SBCFA members no longer receive payment under this plan.

9- CERTIFICATE OF ILLNESS

It is agreed that Section 3.08.170 of the Municipal Code regarding presentation of a physician's statement as proof of illness or sick leave absences, if for more than three consecutive working days, shall be interpreted to mean that such a physician's statement shall be required for absences of more than two consecutive shifts for shift personnel.

10- CONFERENCE ATTENDANCE

It is agreed that SBCFA representatives shall be permitted not more than an aggregate total of eight (8) shifts (192 hours) of time off with pay to attend conferences or seminars related to SBCFA activities for each fiscal year (July 1 - June 30). Such attendance is subject to approval of the Fire Chief.

11- DEPENDENT CARE

The City will provide a pre-tax salary reduction plan for employee dependent care needs in accordance with Section 129 of the Internal Revenue Code.

12- DISABILITY RETIREMENT

An employee found physically or mentally incompetent to perform his/her regular duties shall be terminated pursuant to City Charter Section 1007 or retired, if eligible, pursuant to State law and City regulations. An employee eligible to retire for non-industrial disability shall be entitled to use a maximum of 180 days (2,160 hours for shift personnel and 1,440 hours for 40-hour per week employees) sick leave benefits prior to the date the employee is eligible for retirement benefits. In no case shall an industrially injured employee be entitled to use sick leave benefits.

13- DISCIPLINARY ACTION

The City may provide the option of forfeiture of vacation time in lieu of taking other disciplinary action pursuant to Charter Section 1007 and enabling ordinances.

14- DRIVER'S LICENSE

Employees shall perform all activities necessary to maintain a Class 'C' or equivalent driver's license on their own time and at their own expense. The cost of any additional required driver's licenses, or the certificates or examinations necessary to obtain such licenses, shall be paid by the City. On-duty time, at the Fire Department's convenience, shall be provided for required testing and/or examinations.

15- DRUG AND ALCOHOL TESTING POLICY

The parties agree that employees in the job classifications of Administrative Fire Captain, Fire Captain, Fire Engineer, Firefighter, and Fire Inspector I, II and II are covered by the "City of Santa Barbara Drug and Alcohol Testing Policy for Fire Unit Employees" dated September 2000.

16- EDUCATIONAL REIMBURSEMENT

- a. Educational Reimbursement Program: Employees shall be eligible for tuition reimbursement through the City of Santa Barbara's Educational Reimbursement Program.
- b. Fire Service Education Travel Expenses and Promotional Study List Materials: The Fire Department will provide up to a \$400 reimbursement per fiscal year for the costs of lodging, meals, and mileage for fire service related courses, as outlined in the Standard Operating Procedures Manual, that are satisfactorily completed and receive the prior written reimbursement approval of the Fire Chief. Reimbursement for the costs of books on the current Fire Engineer and Fire Captain promotional study list, but not eligible for reimbursement under the Educational Reimbursement Program, will also be permitted. The policies regarding reimbursement under this section shall be established by the Fire Chief and become part of the Santa Barbara City Fire Department's Standard Operating Procedures Manual. Reimbursement for lodging, meals and mileage shall be based upon the City of Santa Barbara Travel and Expense Reimbursement Policy for City Employees. The \$400 per year available under this section will be accrued on July 1st of each fiscal year, up to a maximum ongoing accrual of \$800."

17- GRIEVANCE PROCEDURE

- a. Grievances shall be defined as an alleged violation of this agreement or dispute regarding interpretations, application or enforcement of this agreement or the City Charter, City ordinances, resolutions, and written policies related to personnel practices and working conditions. Grievances shall not include disagreements regarding employment (including promotional) exams, disciplinary action, performance evaluations, probationary terminations, and items subject to meet and confer.
- b. Employees shall be assured freedom from reprisal for using the grievance procedure.

- c. Grievances shall be invalid unless filed within thirty (30) calendar days of the date the alleged grievable activity occurred or the employee could reasonably have known of its occurrence.
- d. Step One - Immediate Supervisor. Any employee who has a grievance shall first try to get it settled through discussion with his immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.
- e. Step Two - Fire Chief. If after such discussion the employee does not believe the grievance has been satisfactorily resolved, he may file a formal appeal in writing to the Fire Chief within ten (10) calendar days after receiving the informal decision of his immediate supervisor. Fire Chief shall render his written decision and comment to the employee within ten (10) calendar days after receiving the appeal.
- f. Step Three - Mediator. If, within fifteen (15) calendar days after receipt of the written decision of the Fire Chief the employee is still dissatisfied, he or she may request the services of a mediator from the State Mediation and Conciliation Service.
- g. Step Four - City Administrator. If within fifteen (15) calendar days after the mediation process has been completed, or if mediation was not requested within fifteen (15) calendar days after receipt of the written decision of the Fire Chief, and the employee is still dissatisfied, he may appeal the decision to the City Administrator. Such appeal shall be made by filing a written appeal with the City Administrator. The City Administrator shall review the decision of the Department Head, and his/her decision, which shall be rendered within twenty-five (25) working days after the appeal is made, shall be final. The City Administrator may request the advice of the Board of Civil Service Commissioners in any grievance proceeding, but he/she shall not be bound to follow any recommendation of the Board.
- h. The time limitations for filing and responding to grievances may be waived or extended by mutual agreement of the parties. If either party to the grievance so requests, an informal hearing shall be conducted at the Department Head or City Administrator appeal levels. Employees may be represented by counsel or other person at any stage in the grievance process. For purposes of this Article "working days" refers to days in which the City Hall is open for business.
- i. Grievances which are general in character and which involve interpretation or application of this MOU or City policies or which involve matters requiring resolution outside the authority of the Fire Chief shall be filed directly with the Administrative Services Director who shall provide a written response within ten (10) working days.

An employee may appeal the response of the Administrative Services Director. The employee's appeal shall be handled in accordance with the procedures in steps three and four above.

- j. Complaints regarding performance evaluation (non-grievable) may be discussed with next highest level of supervision above the individual initiating the evaluation and taken to Fire Chief for final review.
- k. Examinations for employment and promotions shall not be grievable but shall be protested in accordance with approved administrative policy. City agrees to consult with SBCFA prior to adopting and amending said policy.

18- HAZARDOUS MATERIALS TEAM ASSIGNMENT

Any employee holding the rank of Firefighter, Fire Engineer, or Fire Captain who holds either a Hazardous Materials Technician Certificate or a Hazardous Materials Specialist Certificate from the State of California shall be paid in addition to his/her salary range an increase of either five percent (5%) for a Hazardous Materials Technician Certificate or seven percent (7%) for a Hazardous Materials Specialist Certificate while assigned to the Hazardous Materials Team.

19- HEALTH INSURANCE FOR UNIT MEMBERS' SURVIVORS

The City shall maintain and pay for the existing level of insurance benefits for up to twelve (12) months for the surviving family of a unit member who dies in the line of duty, or for such greater period of time required by state or federal law.

20- HOLIDAY COMPENSATION

Employees shall be eligible to receive holiday time at the general employee holiday and personal leave schedule for 40-hour employees and six and one-half (6-1/2) shifts (156 hours) per year for shift personnel.

Each employee will have the option to receive holiday compensation earned during the payroll year in time off or cash, or any combination thereof. Cash-out will be at the straight time rate of pay at the same time and in the same manner as the vacation cash-out process. Cash-out must be taken at the end of the same payroll year in which the holiday time was accrued. An employee who does not cash-out holiday pay accrued during the year must bid to take the time off in the next year, and will not later be eligible to cash-out this time in lieu of taking time off.

Holiday time for suppression personnel shall be taken annually only in conjunction with vacation unless otherwise authorized by the Fire Chief.

21- HOLIDAY- ILLNESS OR INJURY

The parties agree that when an employee is assigned to work on a day which is a holiday for said employee and by reason of illness or job-related illness or injury is unable to work as assigned, such employee shall not be charged with a loss of holiday time in addition to sick leave or injury leave.

An employee unable to work due to extended illness or injury may cash-out holiday time through the holiday/vacation cash-out process at the end of the payroll year by notifying the department of the employee's desire to do so in writing prior to December 15 of the payroll year. Cash-out must be taken at the end of the same payroll year in which the holiday time was accrued. An employee who does not cash-out holiday pay accrued during the year must bid to take the time off in the next year, and will not later be eligible to cash-out this time in lieu of taking time off.

22- IMPLEMENTATION OF MOU

City shall implement the provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

23- INDUSTRIAL LEAVE

The City shall not deduct either State or Federal withholding taxes from Labor Code Section 4850 payments as long as that practice remains in accordance with the law and the employee is receiving 4850 payments for the entire biweekly pay period. Employees will hold harmless the City of Santa Barbara for any tax or other consequences that may arise from not deducting taxes in accordance with this provision.

24- LAYOFF PROCEDURE

In cases of abolition of positions which result in layoff of personnel or reduction in force, the following seniority policy shall apply to sworn members of the bargaining unit:

- a. The individual with the least time in rank shall be first reduced. Where equal time in rank is the case, total time with the Fire Department shall be used to determine seniority.
- b. The individual affected shall have the right to "bump" downward to the next lower sworn rank formerly held by the affected employee such that the last hired employee in the lowest sworn rank shall be the first employee laid off. Rehiring shall be accomplished pursuant to Section 3.16.350 of the Municipal Code.

25- LEAD CAPTAIN AND LEAD FIREFIGHTER ASSIGNMENT

Any employee holding the rank of Fire Captain and assigned responsibility as Fire Station #1 Lead Captain shall be paid in addition to his/her salary range an increase in pay equal to ten percent (10%).

Any employee holding the rank of Firefighter and assigned responsibility as Fire Rescue Truck Lead Firefighter shall be paid in addition to his/her salary range an increase of seven and one-half percent (7.5%).

26- LIFE INSURANCE

The City will provide a term life insurance policy in the amount of \$50,000 covering the employees only, with equal accidental death and dismemberment coverage. Effective as soon as possible following ratification of this agreement, the life insurance amount will increase to \$75,000 with equal Accidental Death and Dismemberment coverage.

27- LOSS CONTROL SUPPORT (SAFETY)

- a. The City and SBCFA agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety & Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan.
- b. The City agrees that any safety courses the employees are required to take will be provided on City time with pay.
- c. The City agrees to conduct a Safety Program on City time for the purpose of educating the employees concerning the provisions of the Occupational Safety & Health Act as well as the City safety policies.
- d. SBCFA agrees to support without qualification the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time.
- e. Both the City and SBCFA recognize the need and will strive to reduce the number of industrial injuries among the employees.
- f. The City and SBCFA agree that the City will either provide all safety equipment or will reimburse the employee for purchasing the equipment, whenever such equipment has been required by the City as necessary for the job. Such equipment may include, but not be limited to, safety shoes, safety glasses, helmets, gloves, safety boots, life jackets, and all related safety items. The City will purchase wildland boots for new employees only. Both parties agree that the City shall retain the right to determine the

minimum specifications of the safety equipment, procurement, procedures, and limitations and exclusions.

28- MAINTENANCE OF BENEFITS

- a. City and SBCFA agree that all benefits (other than direct wages) as provided by ordinances, resolutions, and City Charter, in existence at the commencement of this agreement, shall not be diminished, lessened, altered or reduced except as may be herein provided for the duration of the agreement.
- b. Wage adjustments as provided for from time to time by ordinance, resolution, or City Charter, as such may be amended in accordance with this agreement, shall also continue for the duration of this agreement.
- c. The City and SBCFA agree that the City has the right and prerogative to assign duties to and direct employees in accordance with applicable job specifications and Section 3.12 of the Santa Barbara Municipal Code.

29- MANAGEMENT RIGHTS

The parties agree that this section is to be interpreted in a manner consistent with applicable laws and with due regard for the provisions of this agreement.

The City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged, or modified any such rights in this agreement. Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted including sole authority to contract or subcontract for municipal services, and to exercise complete control and discretion over the technology of performing the City's work.

The City retains complete authority over the policies and direction and administration of the Fire Department, including but not limited to standards and methods of selection for employment, promotion and performance evaluation, disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules; and determination of the content of job classifications.

30- MATERNITY LEAVE

An employee unable to work due to pregnancy must present her supervisor with a Certificate of Disability from her doctor. During the period of certified disability, the employee uses accrued sick leave, overtime, personal leave and vacation. If an employee wishes time off beyond the period of the Certificate of Disability, she may use vacation, personal leave and compensatory time prior to commencing a leave of absence without pay for up to one year. An employee may request a leave of absence without pay when sick leave and other paid leave balances total less than 40 hours for a 40-hour per week employee or 72 hours for a 56-hour per week employee.

While disabled, the employee continues to accrue benefits (including City-paid insurance coverage) when on paid leave. During any leave of absence without pay, the employee assumes responsibility for payment of insurance premiums (employer and employee portions). In addition, no sick leave, vacation or holiday time shall accrue to any employee during any full biweekly pay period in which the employee is on leave without pay.

While still under a Certificate of Disability, an employee may request a leave of absence without pay due to medical reasons when leave balances are either exhausted or total less than described above.

Requests for a leave of absence without pay may be granted by the City Administrator in accordance with the Municipal Code, departmental policies, and the following criteria:

1. The employee's seniority in City service;
2. The employee's job performance record;
3. The employee's disciplinary action record; and
4. The needs of the City service.

Nothing in this Article limits any entitlement an employee may have to pregnancy and/or parental leave under the City's "FMLA/CFRA Family Care and Medical Leave Policy" or under state or federal law.

31- MEDICAL AND DENTAL INSURANCE

The parties agree that for the length of this agreement the City will pay 100% of the premium for medical insurance for the employee only up to a maximum monthly amount of \$468.05.

It is agreed that should the amount of "employee only" premium be less than the dollar limits herein described, the difference between the "employee only" premium and said dollar amount limits shall be applied to employee dependent medical coverage, if any.

The parties agree that for the length of this agreement the City shall pay 100% of the premium for dental insurance coverage for the employee only up to a maximum monthly amount of \$52.00.

The dental insurance shall provide for payments based upon 100% of reasonable and customary charges. The City agrees to update dental schedule to reflect current, usual, customary, and reasonable charges in the Santa Barbara area.

The City retains full and complete control over the selection, approval, and administration of insurance programs to include selection of the carrier, insurance contract renewal, and changes in program specifications. However, the City may not modify the benefits if such modification results in an increased cost to employees or reduces current benefits, without agreement by the Association.

It is recognized that employees may elect to participate in such dental programs as may be available through SBCFA. The City shall make contributions to SBCFA programs not to exceed those made to City programs.

The City will administer the medical plans option and the City will provide a vision care option for unit employees.

32- MEDICAL AND FITNESS EXAMINATIONS

City and SBCFA agree that the City shall continue to provide a program of annual medical exams for unit employees regularly assigned to the Hazardous Materials Response Team (HAZMAT); as well as, continuing a program of periodic fitness exams for all unit employees. The City retains full and complete control over these programs.

The City will provide up to \$250 for members under 45 years old and \$350 for members 45 years and older for employees' medical examinations (upon receipt of invoice) for unit members who do not receive annual HAZMAT examinations based on the following schedule:

25-34 years old --	every 4 years;
35-44 years old --	every 3 years;
45 + years old --	every 2 years.

33- MEETING AND CONFERRING

Meeting and conferring over the renewal or continuation of this agreement shall be initiated at the request of either party after March 1 of the last year of this agreement, but not later than April 1 of the last year of this agreement. Every effort will be made to reach an agreement prior to the expiration of this agreement.

34- MUNICIPAL CODE CHANGES

SBCFA agrees to support the following specific changes to Title 3 of the City of Santa Barbara Municipal Code.

- a. Delete Section 3.04.200 (Filling Vacancies).
- b. Change Section 3.04.161 (Permanent/Part-Time Employees - Unclassified) to refer to “unclassified part-time” employees rather than “permanent part-time employees” or “permanent part-time employees-unclassified”, and to make the part-time employee benefits provisions consistent with the “Benefits- Part-time Employees” Article of this Agreement.
- c. Delete Section 3.04.260 (Career Stability Pay).
- d. Delete Section 3.16.400 (Mandatory Retirement Age).
- e. Amend Section 3.08.100 (Procedure for Payment Upon Termination) and Section 3.16.390 (Resignation) to remove the requirement for 2 weeks notice for receipt of accrued vacation pay upon termination of employment.
- f. Delete Section 3.04.230 (Compensation, Procedures) and replace with salary setting provisions outlined in Section 1211 of the City Charter (Salaries. Annual Adjustment).
- g. Amend Section 3.16.200 (Certification of Eligibles) to reflect that, for the positions of Fire Engineer, Fire Captain, Fire Inspector II and Fire Inspector III, the Human Resources Manager shall certify to the appointing authority the names of eligible candidates in alphabetical order instead of score order.

In addition, during the term of this agreement the City and the SBCFA shall meet and confer with regard to any further City proposed updates to Santa Barbara Municipal Code Title 3.

35- NO STRIKE OR LOCKOUT

- a. The City and SBCFA agree that during the term of this agreement, the City will not lockout employees and SBCFA will not engage in labor practices detrimental to providing services to the citizens of Santa Barbara or detrimental to the interests of the City; nor will SBCFA sanction, support, condone, approve, or engage in any strike, sick-in, slow-down, work stoppage, or speed-up. The City and SBCFA further agree that all matters

of controversy coming within the scope of this agreement will be settled by established grievance procedures.

- b. SBCFA acknowledges that violation of the above shall be just cause for disciplinary action including termination.
- c. City and SBCFA agree not to breach the terms of this Memorandum of Understanding or commit any unfair labor practices during the term of this agreement.

36- NON-DISCRIMINATION

- a. The City and SBCFA agree that the provisions of this agreement shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations, SBCFA membership, pregnancy, marital status, or sexual orientation.
- b. The City and SBCFA agree to commit themselves to the goal of equal employment opportunity in all City services.

37- OUT-OF-CLASSIFICATION WORK

- a. Suppression Employees. It is agreed that working an employee without certification out-of-classification will occur only to meet the work requirements within the City and that such out-of-classification work will terminate after ten (10) shifts, in a calendar year, or if extended beyond ten (10) shifts in a calendar year, the employee without certification shall be compensated at the rate of the higher classification while the out-of-classification work continues. When an employee with certification has worked out-of-classification, the certified employee shall be compensated at the rate of the higher classification while the out-of-classification work continues.

Compensation for working out-of-class shall be as follows:

- (1) Firefighters working as Acting Engineer, and Engineers working as Acting Captain:

The lowest salary step of the higher classification that is at least 5% above the employee's current base pay.

- (2) Firefighters working as Acting Captain:

The lowest salary step of the higher classification that is at least 10% above the employee's current base salary.

For the purposes of this subsection, an out-of-classification assignment is defined as the full-time performance of all the duties of an authorized, funded, permanent, full-time position in one classification by an employee in a position in another classification. Credit or pay for out-of-classification work shall accrue in half or full shift increments only.

- b. Parties further agree that an employee assigned to work as a Battalion Chief shall be compensated at the greater of either minimum base salary assigned to that class or at least receive a 15% (fifteen percent) increase in base salary (up to maximum of range) for each full shift or day the employee is assigned such work.
- c. Prevention Employees. It is agreed that working a Fire Prevention employee out-of-classification that is not certified as an Inspector II or III will occur only to meet the work requirements within the City and that such out-of-classification work will terminate fifteen (15) consecutive work days or thirty (30) work days in any one calendar year, or if extended beyond fifteen (15) consecutive or thirty (30) work days, the employee shall be compensated at the rate of the higher classification while the out-of-classification work continues. When an employee with certification has worked out-of-classification, the certified employee shall be compensated at the rate of the higher classification while the out-of-classification work continues.

For purposes of this subsection, an out-of-classification assignment is defined as assignment by the Department Head or designee of the full-time performance of the significant duties of an authorized, funded, permanent, full-time position in one or more higher classification(s) by an employee in a position in another classification. "Significant duties" shall be as defined on the appropriate class specification.

When an employee works out-of-classification continuously for fifteen (15) working days or more, the City shall place a letter in the employee's personnel file acknowledging the out-of-classification work.

It is the intent of this subsection to compensate employees for assigned out-of-class work extended beyond fifteen (15) consecutive or thirty (30) work days in any one calendar year.

38- OVERTIME/FAIR LABOR STANDARDS ACT (FLSA)

- a. All unit members are exempt under the provisions of the 7K exemption of the Fair Labor Standards Act (FLSA).
- b. Suppression employees shall be on a 27-day work period unless the City implements a 24-day cycle, at which time there shall be a 24-day work period.
- c. Overtime compensation for employees shall be as follows:
 - (1) Suppression Employees. Suppression employees shall be compensated at time and one-half their regular rate of pay for all hours worked in excess of 204 hours in a 27-day work period. Upon implementation of a 24-day work period, suppression employees shall be compensated at time plus one-half for all hours worked in excess of 182 hours in a 24-day work period. Paid leave time shall count as time worked for purposes of this section. All emergency call back and hold over time shall be compensated at time and one-half.
 - (2) Prevention Employees. Prevention employees shall be compensated at one and one-half times their regular rate of pay for all hours worked in excess of their regularly scheduled shift and/or in excess of 40 hours per week. Paid leave time shall count as time worked for purposes of this section.
- d. Hourly rates for suppression employees shall be based on the established biweekly salary divided by 112 hours.
- e. Employees assigned to fire watch overtime hours will be paid at time plus one-half.
- f. Employees shall have the option to be compensated by CTO for any portion of overtime worked at a time and one-half CTO rate, subject to a CTO accrual limit of 108 hours for suppression employees and 36 hours for prevention employees. Unless employees specifically designate CTO compensation for overtime worked, employees will receive monetary compensation for such overtime. CTO shall be taken off under the same policies and procedures that govern vacation including the ability to utilize when an employee attends fire-related training. An employee may also request, in the same manner as vacation time, to utilize CTO beyond the maximum five employees per shift if sufficient staffing will be available. The availability of sufficient staffing will be determined by the department at 0630 hours on the day of intended use. The employee requesting the CTO will be responsible for calling the department between 0630 and 0700 hours on the day of intended use to see if the CTO request is granted.

If approved by the department, suppression employees may accrue up to 144 CTO hours for use to attend scheduled, fire-related training and classes or for use by an employee who has had to deplete his/her vacation time to extend a recovery period due to sickness or off-duty injury.

39- PAYROLL DEDUCTIONS

The parties agree that the City will continue deducting monies from payroll and remit same to SBCFA as authorized by employee payroll deduction authorizations in accordance with present policy. Any changes in dues deductions shall be subject to indemnification of the City by SBCFA.

Both parties agree that SBCFA will meet and confer at the City's request regarding the addition or deletion of other payroll deductions.

40- PREMIUM PAY FOR USE OF SPANISH LANGUAGE SKILLS

For all employees designated by the Fire Chief, who establish to the satisfaction of the Chief and the Human Resources Manager proficiency in conversing and reading skills in Spanish as demonstrated by appropriate testing, the City will pay premium pay of \$51.20 each biweekly pay period.

Employees receiving such premium pay may be required to show continued proficiency as demonstrated by an annual recertification exam that is the same as the initial qualifying exam.

Employees who are off-duty for an extended period of time due to illness or injury (including industrial-related illness or injury) and are designated by the Fire Chief to take the exam, may take the test to establish proficiency in Spanish language skills; however, he or she will not begin receiving the premium pay until they return to active duty.

41- PROBATIONARY PERIOD

City may extend probationary period upon written agreement of employee. Consecutive period of time served by employee in acting capacity immediately prior to his/her regular appointment to the position shall be applied to the one year probationary period.

In addition, any period of ten (10) or more shifts served by an employee in an acting capacity within the six (6) months immediately prior to promotion shall be credited to the employee's probationary period.

42- RETIREE MEDICAL INSURANCE CONTRIBUTION

- a. This provision is applicable to employees who retire from City service on or after July 1, 1994, and
 - 1. Have 15 or more years of classified or unclassified service; or
 - 2. Retire from City with an industrial disability.
- b. For employees who retire on or after October 1, 1999, the City shall contribute \$6.82 per month, per year of service up to a maximum of 35 years (i.e., \$238.70/month) towards the purchase of medical insurance for the retiree and his/her spouse, if applicable.

Employees who retire from the City with an industrial disability shall receive a minimum contribution based upon 15 years of service, or actual years of service, whichever is greater.

- c. The retiree is not limited to purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as reasonably determined by the City.
- d. The City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first, provided however, that if the retiree dies before reaching the age of 65 and there is a surviving spouse, the City's contribution shall cease when the retiree would have reached age 65. Thereafter, the spouse may remain on the insurance plan, at his/her own cost, subject to the conditions set forth by the insurance company.
- e. In the event Health Care legislation is passed which affects the nature of the benefit described above, the parties will reopen negotiations and modify this benefit, if necessary, so as to maintain their original intent (e.g., eligibility, scope, cost).

42. RETIREMENT

- a. The City will pay the entire employee's contribution (9.0%) to the Public Employees Retirement System (PERS) for safety members.
- b. The City shall report to PERS the value of Employer Paid Member Contributions as compensation earnable pursuant to Government Code Section 20636(c)(4) through enabling City resolution, effective July 1, 2000.
- c. Effective June 16, 2001 the City shall amend its contract with PERS to provide the 3% at age 50 retirement formula for Fire safety employees.

- d. The City shall provide Post-Retirement Survivor Allowance to Continue After Remarriage pursuant to Section 21635 of the California Government Code. This provides that if the surviving spouse remarries on or after January 1, 1985, the Post-Retirement Survivor Continuance will not cease. This section will apply on account of remarriages that occur on and after the contract inclusion date for survivors or contracting agency members.
- e. The City shall provide Increased Level of 1959 Survivor Benefits pursuant to Section 21572 of the California Government Code. This benefit allows the City to provide 25% higher levels of 1959 Survivor Benefits than the level one benefits provided under section 21571 of the California Government Code.
- f. The City shall provide One-Year Highest Compensation pursuant to Section 20042 of the California Government Code.
- g. Suppression Employees will have fifty-six (56) hours of regular salary reported to PERS.
- h. Effective April 1, 1993, the City shall amend its contract with PERS to permit employees to convert unused accumulated sick leave to additional service credit at the time of retirement. (Government Code Section 20965).
- i. The City shall amend its contract with PERS to provide that Fire Inspectors I, II and III shall be designated as safety employees for purposes of retirement. (Government Code Section 20433).

43- SALARIES

- a. The parties agree that the compensation which shall be paid to fire personnel shall be in accordance with Section 1211 (b) of the City Charter as amended.
- b. Further, City agrees to provide employees with minimum 5% increase in base salary upon promotion up to the maximum of the salary provided in the salary range for the position.

- c. The following across-the-board increases will go into effect as indicated:

Date of Increase	Salary Increase	Labor Market Adjustment	TOTAL INCREASE
January 8, 2005	3.0%	2.0%	5.0%
July 9, 2005 January 7, 2006	1.0% 2.0%	1.5% 0.5%	2.5% 2.5%
July 8, 2006	3.0%	2.0%	5.0%

These base salary increases are intended to provide both salary and benefit enhancements to employees. Employees may apply a portion of these increases toward any required employee contribution toward City medical, dental or vision premiums through pre-tax payroll deductions under the Cafeteria Plan.

44- SBCFA ACCESS TO WORK LOCATIONS

- a. The parties agree that SBCFA officers or employees shall be permitted reasonable access to work locations for the purpose of processing grievances or contacting members concerning issues of wages, hours, or terms and conditions of employment. Work locations will not be entered without the knowledge and consent of the Chief Officer on duty. Access shall be as not to interfere with normal department operations or established safety or security requirements.
- b. Solicitation of membership and activities concerning SBCFA internal management shall not be conducted during working hours without the consent of the Fire Chief. The right to solicit members and conduct SBCFA activities shall not be unreasonably withheld if said activities are conducted during non-scheduled activity hours.
- c. SBCFA shall submit requests to the Chief or his designee at least twenty-four (24) hours in advance of its desire to conduct a SBCFA meeting on City property. The Fire Chief or his designee has the discretion to approve any request but may not withhold approval unreasonably. The Fire Chief's response to SBCFA will be made within a reasonable time so that SBCFA can make other arrangements if necessary.

45- SBCFA BULLETIN BOARDS

The Association may furnish a bulletin board at each main work location for the conduct of association business. The size and location of the boards must be approved by the City. All materials to be posted on such bulletin board shall be

non-defamatory, must be approved and signed by an Association official and shall be used only for information related to the following subjects: Association recreational, social and related news bulletins, meeting notices, election notices and results, and other official Association business such as Committee reports.

46- SCOPE OF THE BARGAINING UNIT

The bargaining unit will represent all employees in the classifications of Firefighter, Fire Engineer, Fire Captain, Administrative Fire Captain, Fire Inspector I, Fire Inspector II and Fire Inspector III.

47- SERVICE BETTERMENT PAY (EDUCATION)

- a. It is agreed that employees receiving cash payments under the former City Service Betterment Pay Plan (eliminated January 1, 1977) shall continue to receive the dollar amounts of such pay.
- b. Eligibility for and continuation of service betterment pay shall be construed and deemed to be a privilege earned by merit as established by the employee's work performance and not a right. If at any time the City Administrator determines that an employee's service is not satisfactory, payments herein provided shall cease, subject to provision of a "Ninety-Day Improvement Needed" notice for non-satisfactory performance.
- c. Payments shall be eliminated and may not be reinstated after employee separation from City employment or loss of payment because of non-satisfactory performance subject to employee first receiving a "Ninety-Day Improvement Needed" notice for non-satisfactory performance.

48- SHIFT TRADES

Employees may voluntarily exchange work shifts or any portion of a shift with 24 hours advance notice and approval from the Fire Chief or designated representative. Employees exchanging shift time shall be of equal rank.

The City and Fire Department are not responsible for shift exchange arrangements made between employees. Outstanding shift exchange paybacks are the responsibility of the individual employee.

49- SICK LEAVE

Employees shall be eligible to accrue sick leave at the rate of 12 days (144 hours for shift personnel and 96 hours for 40-hour per week employees) per year. Sick leave may be accumulated up to a maximum of 180 days (2,160 hours for shift personnel and 1,440 hours for 40-hour per week employees). In no case shall sick leave be used in lieu of or in addition to vacation or industrial injury/illness leave.

50- STANDBY PAY

When department management assigns 40 hour per week prevention employees to be on standby duty, the employees shall be compensated and governed by the following:

- a. Employees shall be ready to respond to calls for their services.
- b. Employees shall be readily reachable by telephone or paging device.
- c. Employees shall remain within thirty minutes travel time from Santa Barbara City.
- d. Employees shall refrain from activities which might impair their ability to perform their assigned duties.

Effective the beginning of the first pay period following ratification of this agreement, the hourly standby pay amount will be increased from \$3.15 per hour to \$3.25 per hour.

Employees shall not accrue standby pay simultaneously with overtime pay.

51- STATION MAINTENANCE

Employees shall be responsible for interior and exterior day-to-day routine maintenance necessary to maintain cleanliness of fire stations, related buildings and appurtenant grounds. Any additional work other than that which is necessary to maintain cleanliness shall not be required unless mutually agreed by the Association and the City.

52- STEP INCREASE PLAN

- a. The parties agree that Entry Level Firefighters shall be appointed at the A step. Entry level personnel shall be eligible for a salary step increase to the B step upon satisfactory completion of a probationary period of one year and a "probationary firefighters examination."
- b. Further step increases through the salary range shall require, in addition to satisfactory performance, a period of one year of actual service in each step.

53- TERM OF AGREEMENT

The term of this Memorandum of Understanding is for three (3) years commencing on July 1, 2004 and expiring on June 30, 2007.

54- UNAUTHORIZED LEAVE/SUSPENSION

No sick leave, vacation, or holiday time shall accrue or be paid during any period of unauthorized leave or suspension. Should the suspension later be overturned, employee shall receive "back" pay and benefits that would have accrued to the employee as if the suspension had not taken place.

55- UNIFORM ALLOWANCE

- a. The City shall provide employees in the bargaining unit an annual uniform allowance of \$595 per year that provides the entire City contribution for maintenance, cleaning and replacement of any authorized uniforms. Payment of the uniform allowance will be paid to employees who are on the payroll during the pay period ending two (2) weeks prior to the payday on which the uniform allowance is paid in June or December of each year. Payment will be made in a separate check, one-half in December and one-half in June, per the following schedule:

December 10, 2004 and June 10, 2005

December 9, 2005 and June 9, 2006

December 8, 2006 and June 8, 2007

- b. Newly hired employees will receive the full annual uniform allowance upon their commencement of employment with the City. Following twelve (12) months of employment, employees will receive their uniform allowance pursuant to the provisions of paragraph 'a' above.
- c. The Fire Department's dress, fatigue and physical fitness exercise uniforms are for official on-duty use only and are not to be mixed with personal clothing or worn off-duty. Any use of fire equipment or the wearing of the Fire Department uniform by fire personnel not on duty will only occur with the express permission of the Fire Chief or designee.
- d. The Fire Department will exchange uniforms destroyed in the line of duty.
- e. The City will clean employee turnouts as needed.

56- VACATION

- a. The following vacation schedule shall apply to shift personnel:
 - 0 - 9 years continuous service accrues at 11 days (132 hours) per year.
 - 10 years continuous service & over accrues at 17 days (204 hours) per year.

- b. Employees assigned to 40-hour work week prevention function shall receive the general employees vacation schedule.
- c. Vacation hours bid in any vacation year must be taken by the end of that vacation year or the employee will cease accruing vacation, unless the employee elects to cash-out "unscheduled" vacation time pursuant to paragraph "e" below. It shall be the employees' responsibility to monitor their vacation accrual and schedule their unbid vacation days. Said limitation on accumulation of vacation hours shall not apply if scheduled vacations are canceled by the City for emergencies or canceled due to illness, injury or personal emergencies of employees. All vacation hours carried over due to the cancellation of a scheduled vacation shall either be taken or cashed in by the end of the following vacation year.
- d. Employees may maintain a bank of unbid vacation hours not to exceed their previous year's accrual. These unbid vacation hours may be taken with prior scheduling and approval by the City consistent with the staffing needs of the department.

Each year an employee must bid sufficient vacation hours so that his/her unbid hours do not exceed an amount equal to his/her previous year's vacation accrual.

- e. If a 40-hour employee takes a minimum of 80 hours of vacation during a payroll year, that employee is eligible to cash out any remaining vacation time. If a 56-hour employee takes a minimum of 96 hours of vacation during a payroll year, the employee is eligible to cash out any remaining "unscheduled" vacation time. Cash-outs of vacation time shall occur annually in conjunction with the vacation scheduling process.
- f. Vacations shall be scheduled in accordance with Municipal Code Chapter 3.08. A maximum of four (4) employees per shift may schedule vacation, holiday, or compensatory time off during any vacation year starting February 1, 2005. The City retains the right to cancel scheduled time off during emergencies. The Fire Chief may, in his sole discretion, make a fifth slot available for all or part of the vacation year.
- g. Employees changed from a shift schedule to a 40-hour work week or from a 40-hour work week to a shift schedule shall have a conversion factor applied to their vacation time so that the employee maintains an equivalent vacation balance.

57- WAIVER

The City and the SBCFA agree that during the term of this agreement the City and the SBCFA shall meet and confer with regard to any City proposed updates to

Municipal Code Title 3 to reflect current practices, as provided in the "Municipal Code Changes" Article of this Agreement.

Except as provided above, or as otherwise provided in this Agreement, each party voluntarily and unqualifiably waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this agreement. Nothing in the foregoing however, shall preclude the parties from meeting and conferring during the term of this agreement on matters of mutual concern. Such meeting and conferring shall be by mutual consent only.

It is further agreed that nothing in this agreement shall in any way diminish the rights of the employees, the City, or the SBCFA as established by the Meyers-Milias-Brown Act of the State of California and all amendments thereto, or Santa Barbara Municipal Code, Chapter 3.12, except as herein provided.

58- WORK SCHEDULES

Suppression Employees

- a. Suppression employees shall be regularly scheduled to work an average 56 hours per week under the current 3-4 schedule.
- b. City shall designate the employee's work week and may change an employee to a 40-hour week by providing 90 calendar days advance notice unless mutually agreed by employee and City or unless unanticipatable circumstances, other than discipline or retraining, necessitate lesser notice in order to maintain service levels and normal activities.
- c. City may not change work cycle to provide for shifts commonly referred to as "1-2" or consecutive 24-hour shifts except in cases of emergency. If the City desires to implement a "4-4-4-6" work schedule, it shall notify the Association and provide it the opportunity to meet and confer.

Prevention/Investigation Employees

Employees shall be regularly scheduled to work an average 40-hour work week and shall receive a minimum of two (2) consecutive days off subject to emergency call back, overtime or standby. The City shall designate the employees' work week.

APPENDIX A
CITY OF SANTA BARBARA
CATASTROPHIC LEAVE POLICY

- I. **PURPOSE:** To establish a program whereby City employees can donate vacation, unscheduled holiday and/or compensatory time to the sick leave banks of permanent full-time and permanent part-time employees who are incapacitated due to a catastrophic off-duty illness or injury.
- II. **DEFINITION:** A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her accumulated leave balances.
- III. **POLICY:** City employees may donate vacation, unscheduled holiday and/or compensatory time to a permanent full-time or permanent part-time employee if:
 - A. An employee experiences a catastrophic illness or injury which requires him/her to be absent from work for an extended period of time;
 - B. The employee has nearly exhausted all leave balances (sick, vacation, personal leave, holiday, compensatory time); and
 - C. The employee or if incapacitated, the legally recognized representative has agreed to accept the donation if approved by the Department Head and the City Administrator.
 - D. The Department Head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.
 - E. State and Federal income tax on the value of vacation, unscheduled holiday and/or compensatory time donated shall be deducted from the recipient employee's pay at the time the hours are used.
- IV. **PROCEDURES:**
 - A. A request is made by the recipient employee or if incapacitated, the legally recognized representative to the Department Head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to the employee exhausting all of his/her paid leave balances so that time

donated may be utilized immediately upon exhaustion of the employee's leave balances, but not before.

- B. Upon approval of the Department Head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative will sign the "Request to Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.
- C. The employee or if incapacitated, the legally recognized representative will be required to provide verification of the illness or injury from an attending physician before and while using time donated under this program. All information provided by the employee's physician will remain confidential.
- D. The request for donations shall occur in three month intervals and may be extended up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury, based upon approval of the Department Head and City Administrator.
- E. Donated vacation, unscheduled holiday and/or compensatory time shall be converted and credited to the recipient in equivalent hours of sick leave at the recipient's base hourly rate. (e.g., employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. B's sick leave bank is increased by 2 hours for each hour donated by A.)
- F. Employees will use the "Donation of Vacation, Unscheduled Holiday and/or Compensatory Time" form to submit donations of vacation, unscheduled holiday and/or compensatory time directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor's and recipient's paid leave balances.
- G. All donations of vacation, unscheduled holiday and/or compensatory time shall be in increments of 4 hours or more (e.g. 4, 8, 12 hours) and shall be made in three month increments. An employee may not donate vacation, unscheduled holiday or compensatory time which would reduce his or her total accrued combined balance of vacation, compensatory time, personal leave, holiday and sick leave to less than 120 hours after the donation.
- H. The donation of vacation, unscheduled holiday and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury, any balance will revert to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy.

- I. A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

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**CITY OF SANTA BARBARA
CATASTROPHIC LEAVE POLICY (FIRE)
REQUEST TO RECEIVE DONATION(S)**

This form is for those City employees who are incapacitated due to a catastrophic illness or injury and wish to benefit from a City-established employee-donated Personal Catastrophic Leave Account. To be eligible to participate in the program, it is foreseen that an employee will use all of his/her accumulated leave balances because of a catastrophic illness or injury; however, any hours donated may not be utilized until the employee's leave balances are actually exhausted.

The purpose of this form is not to be intrusive into the personal life of any employee. The goal is to obtain enough information so that the decision to establish a Personal Catastrophic Leave Account for any given employee will be based on appropriate considerations. The intent is to establish a Personal Catastrophic Leave Account for those employees truly in need.

Name: _____ Date: _____

Job Title: _____ Department: _____

Please describe why you are requesting use of a Personal Catastrophic Leave Account including information such as the nature of the catastrophe. (A doctor's Certificate of Disability will be required. Other pertinent information may be required by the City. All information provided by your physician will remain confidential.)

How much donated time do you estimate you may need?

I agree to allow this information to be released to those employees wishing to donate their vacation, unscheduled holiday and/or compensatory time to me, as well as those people involved in the administration of the program.

Signed by the Requesting Employee or, if incapacitated,
the Legally Recognized Representative

Date

Signed by the Department Head

Date

Signed by the City Administrator

Date

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CITY OF SANTA BARBARA
CATASTROPHIC LEAVE POLICY (FIRE)

DONATION OF VACATION, UNSCHEDULED HOLIDAY
AND/OR COMPENSATORY TIME

CONFIDENTIAL

TO: Human Resources

FROM: _____
(Employee Name and Department)

DATE:

I understand that this donation of my vacation, unscheduled holiday and/or compensatory time is irrevocable. Should the employee receiving the donation not use all of the donated time for the catastrophic illness or injury, the balance will remain with the Catastrophic Leave Bank for future use by other employees with need for the donated time.

I understand that I may only donate vacation, unscheduled holiday and/or compensatory time may only be donated in increments of four hours or more (e.g. 4, 8, 12 hours).

I understand that I cannot donate vacation, unscheduled holiday, and/or compensatory time which would reduce my total accumulated vacation, compensatory time, personal leave, holiday and sick leave to less than 120 hours after my donation.

I have read and understand all of the above and I freely and without restraint elect to donate ____ vacation hours; ____ unscheduled holiday hours; ____ compensatory time to a Personal Catastrophic Leave Account established for the benefit of _____ (employee's name).

NAME: (please print)

SIGNATURE:

DATE: